

1 MICHAEL E. PAPPAS (SBN 130400)  
mpappas@lesnickprince.com  
2 DAVID S. ALVERSON (SBN 198885)  
dalverson@lesnickprince.com  
3 LESNICK PRINCE & PAPPAS LLP  
315 W. Ninth St., Suite 705  
4 Los Angeles, California 90015  
Telephone: (213) 493-6585  
5 Facsimile: (213) 493-6596

6 Attorneys for Plaintiff

7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11 GOLD VALUE INTERNATIONAL  
12 TEXTILE, INC., a California  
Corporation, individually and doing  
13 business as "FIESTA FABRIC,"

14 Plaintiff,

15 v.

16  
17 GYPSY 05, INC., a California  
Corporation; THE TJX  
18 COMPANIES, INC., a Delaware  
Corporation, individually and doing  
19 business as "Marshalls"; EMINENT,  
20 INC., a Delaware Corporation,  
21 individually and doing business as  
"Revolve Clothing" and  
22 "www.revolveclothing.com";  
23 AMAZON.COM, INC, a Delaware  
Corporation; and DOES 1 through 10,  
24 inclusive,

25 Defendants.  
26  
27  
28

Case No.: 2:15-cv-06928

PLAINTIFF'S COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT
2. VICARIOUS AND/OR CONTRIBUTORY COPYRIGHT INFRINGEMENT
3. BREACH OF WRITTEN CONTRACT
4. COMMON COUNT - OPEN BOOK ACCOUNT

Jury Trial Demanded



1 Plaintiff GOLD VALUE INTERNATIONAL TEXTILE, INC., doing  
2 business as "FIESTA FABRIC," complains and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This action arises under the Copyright Act of 1976, Title 17 U.S.C., §  
5 101 *et seq.*

6 2. This Court has federal question jurisdiction under 28 U.S.C. § 1331  
7 and 1338 (a) and (b).

8 3. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and  
9 1400(a) in that this is the judicial district in which a substantial part of the acts  
10 and omissions giving rise to the claims occurred.

11 **PARTIES**

12 4. Plaintiff, Gold Value International Textile, Inc., doing business as  
13 "Fiesta Fabric" ("Fiesta" or "Plaintiff"), is a corporation organized and existing  
14 under the laws of the state of California with its principal place of business  
15 located in the Los Angeles County.

16 5. Plaintiff is informed and believes and thereon alleges that Defendant  
17 Gypsy 05, Inc. ("Gypsy 05") is a company organized and existing under the laws  
18 of the state of California, and is doing business in Los Angeles County in the  
19 State of California.

20 6. Plaintiff is informed and believes and thereon alleges that Defendant  
21 The TJX Companies, Inc., individually and doing business as "Marshalls,"  
22 ("TJX") is a corporation organized and existing under the laws of the State of  
23 Delaware, and is doing business in Los Angeles County in the State of California.

24 7. Plaintiff is informed and believes and thereon alleges that Defendant  
25 Eminent, Inc., individually and doing business as "Revolve Clothing" and  
26 "www.revolveclothing.com" ("Revolve") is a corporation organized and existing  
27  
28



1 under the laws of the state of Delaware and is doing business in Los Angeles  
2 County in the State of California.

3 8. Plaintiff is informed and believes and thereon alleges that Defendant  
4 Amazon.com, Inc. ("Amazon") is a corporation organized and existing under the  
5 laws of the state of Delaware and is doing business in Los Angeles County in the  
6 State of California.

7 9. Plaintiff is informed and believes and thereon alleges that Defendants  
8 DOES 1 through 10, inclusive, are other parties not yet identified who have  
9 infringed Plaintiff's copyrights, have contributed to the infringement of  
10 Plaintiff's copyrights, or have engaged in one or more of the wrongful practices  
11 alleged herein. The true names, whether corporate, individual or otherwise, of  
12 Defendants 1 through 10, inclusive, are presently unknown to Plaintiff, which  
13 therefore sues said Defendants by such fictitious names, and will seek leave to  
14 amend this Complaint to show their true names and capacities when same have  
15 been ascertained.

### 16 **SUMMARY OF CLAIMS**

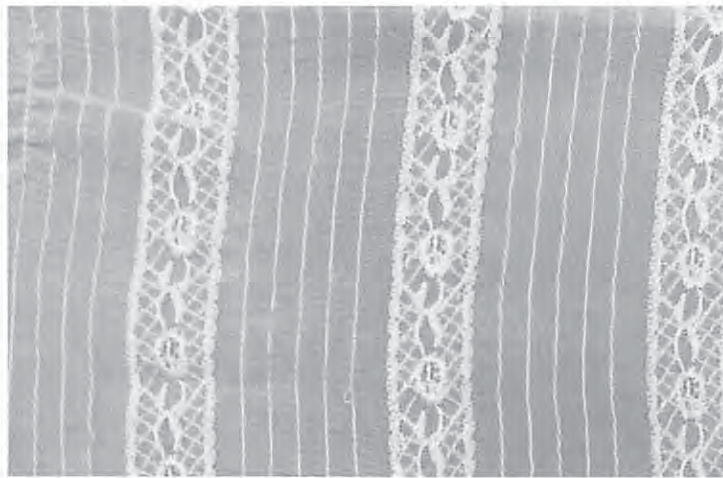
17 10. Plaintiff is a fabric design house in downtown Los Angeles. It  
18 creates, and owns the copyright to, original artwork which it turns into printed  
19 fabric and embroidered fabric, among other things. Gypsy 05 is a clothing  
20 manufacturer and retailer. Gypsy 05 is well aware of Plaintiff and has ordered  
21 samples of dozens of copyrighted fabric designs from Plaintiff over the years,  
22 including certain samples for which Gypsy 05 has failed to pay Plaintiff.  
23 Unfortunately, as set forth below, Gypsy 05 has been systematically copying and  
24 using Plaintiff's copyrighted designs and incorporating them into Gypsy 05  
25 garments without authorization and without payment to Plaintiff. Gypsy 05's  
26 conduct is not an isolated circumstance, but a knowing, intentional and willful  
27  
28



violation of Plaintiff's rights involving no less than five (5) different copyrighted works.

**INFRINGEMENT BY GYPSY 05 - DESIGN 1 (586-SILK EMBROIDERY CHIFFON)**

11. Plaintiff is the author and owner of an original two-dimensional artwork used for purposes of textile embroidery and printing entitled "586 – Silk Embroidery Chiffon" (hereinafter "Design 1"), created before the conduct alleged herein. A true and correct image of Design 1 is presented below:



12. Design 1 was registered with the United States Copyright Office as Registration No. VA 1-923-964, effective as of August 5, 2014. A true and correct copy of the Certificate of Registration for Design 1 is attached hereto as Exhibit 1 and incorporated herein by reference.

13. Prior to the acts complained of herein, Plaintiff sampled and sold fabric bearing Design 1 to defendant Gypsy 05. True and correct copies of invoices for Gypsy 05's samples of Design 1 are attached as Exhibit 2.

14. Plaintiff is informed and believes and thereon alleges that, following the receipt of the sample fabric bearing Design 1 from Plaintiff, Gypsy 05 created, sold, manufactured, caused to be manufactured, imported and distributed fabric and/or garments comprised of fabric bearing an unauthorized reproduction



1 of Design 1 (“Design 1 Infringing Products”). Plaintiff is informed and believes  
2 and on that basis alleges that such Design 1 Infringing Products include, but are  
3 not limited to, the following Gypsy 05 garment bearing the Gypsy 05 label:



23 **INFRINGEMENT BY GYPSY 05 - DESIGN 2 (GSC-9243L-10)**

24 15. Plaintiff is the author and owner of an original two-dimensional  
25 artwork used for purposes of textile embroidery and printing entitled GSC-  
26 9243L-10 (hereinafter “Design 2”), created before the conduct alleged herein. A  
27 true and correct image of Design 2 is presented below:  
28





16. Design 2 was registered with the United States Copyright Office as part of the Fiesta Fabric, Group 009-Spring/Summer 2012-2013, Registration No. VA 1-864-066, effective as of July 2, 2012. A true and correct copy of the Certificate of Registration for Design 2 is attached hereto as Exhibit 3 and incorporated herein by reference.

17. Prior to the acts complained of herein, Plaintiff sampled and sold fabric bearing Design 2 to defendant Gypsy 05. True and correct copies of invoices for Gypsy 05's samples of Design 2 are attached as Exhibit 4.

18. Plaintiff is informed and believes and thereon alleges that, following the receipt of the sample fabric bearing Design 2 from Plaintiff, Gypsy 05 created, sold, manufactured, caused to be manufactured, imported and distributed fabric and/or garments comprised of fabric bearing an unauthorized reproduction of Design 2 ("Design 2 Infringing Products"). Plaintiff is informed and believes and on that basis alleges that such Design 2 Infringing Products include, but are not limited to, the following Gypsy 05 garment bearing the Gypsy 05 label:



**INFRINGEMENT BY GYPSY 05 - DESIGN 3 (976)**

19. Plaintiff is the author and owner of an original two-dimensional artwork used for purposes of textile embroidery and printing entitled design 976. (hereinafter "Design 3"), created before the conduct alleged herein. A true and correct image of Design 3 is presented below:





1           20. Design 3 was registered with the United States Copyright Office as  
2 part of the Fiesta Fabric, Group 009-Spring/Summer 2012-2013, Registration No.  
3 VA 1-864-066, effective as of July 2, 2012. A true and correct copy of the  
4 Certificate of Registration for Design 3 is attached hereto as Exhibit 5 and  
5 incorporated herein by reference.

6           21. Prior to the acts complained of herein, Plaintiff sampled and sold  
7 fabric bearing Design 3 to defendant Gypsy 05. A true and correct copy of the  
8 invoice to Gypsy 05 for samples of Design 3 is attached as Exhibit 6.

9           22. Plaintiff is informed and believes and thereon alleges that, following  
10 the receipt of the sample fabric bearing Design 3 from Plaintiff, Gypsy 05  
11 created, sold, manufactured, caused to be manufactured, imported and distributed  
12 fabric and/or garments comprised of fabric bearing an unauthorized reproduction  
13 of Design 3 ("Design 3 Infringing Products"). Plaintiff is informed and believes  
14 and on that basis alleges that such Design 2 Infringing Products include, but are  
15 not limited to, the following Gypsy 05 garment bearing the Gypsy 05 label:





**INFRINGEMENT BY GYPSY 05 - DESIGN 4 (CA-084)**

23. Plaintiff is the author and owner of an original two-dimensional artwork used for purposes of textile embroidery and printing entitled style number CA-084. (hereinafter “Design 4”), created before the conduct alleged herein. A true and correct image of Design 4 is presented below:



24. Design 4 was registered with the United States Copyright Office as part of the Fiesta Fabric, Group 055-Spring/Summer 2015, Registration No. VAU 1-191-137, effective as of November 14, 2014. A true and correct copy of the Certificate of Registration for Design 4 is attached hereto as Exhibit 7 and incorporated herein by reference.

25. Prior to the acts complained of herein, Plaintiff sampled and sold fabric bearing Design 4 to defendant Gypsy 05. True and correct copies of the invoices to Gypsy 05 for samples of Design 4 are attached as Exhibit 8.

26. Plaintiff is informed and believes and thereon alleges that, following the receipt of the sample fabric bearing Design 4 from Plaintiff, Gypsy 05 created, sold, manufactured, caused to be manufactured, imported and distributed fabric and/or garments comprised of fabric bearing an unauthorized reproduction of Design 4 (“Design 4 Infringing Products”). Plaintiff is informed and believes



and on that basis alleges that such Design 2 Infringing Products include, but are not limited to, the following Gypsy 05 garment:



**INFRINGEMENT BY GYPSY 05 - DESIGN 5 (13N4642M)**

27. Plaintiff is the author and owner of an original two-dimensional artwork used for purposes of textile embroidery and printing entitled design 13N4642M. (hereinafter "Design 5"), created prior to the conduct alleged herein. A true and correct image of Design 5 is presented below:





1           28. Design 5 was registered with the United States Copyright Office as  
2 part of the Fiesta Fabric, Group 056-Spring/Summer 2015, Registration No. VAu  
3 1-193-503, effective as of December 3, 2014. A true and correct copy of the  
4 Certificate of Registration for Design 5 is attached hereto as Exhibit 9 and  
5 incorporated herein by reference.

6           29. Prior to the acts complained of herein, Plaintiff sampled and sold  
7 fabric bearing Design 5 to defendant Gypsy 05. A true and correct copy of the  
8 invoice to Gypsy 05 for samples of Design 5 is attached as Exhibit 10.

9           30. Plaintiff is informed and believes and thereon alleges that, following  
10 the receipt of the sample fabric bearing Design 5 from Plaintiff, Gypsy 05  
11 created, sold, manufactured, caused to be manufactured, imported and distributed  
12 fabric and/or garments comprised of fabric bearing an unauthorized reproduction  
13 of Design 5 ("Design 5 Infringing Products"). Plaintiff is informed and believes  
14 and on that basis alleges that such Design 5 Infringing Products include, but are  
15 not limited to, the following Gypsy 05 garment advertised on Gypsy 05's social  
16 media Instagram account and identified as being a product manufactured by,  
17 caused to be manufactured by, or supplied by Gypsy 05.





### **INFRINGEMENT BY AMAZON – DESIGNS 1 AND 2**

31. Plaintiff is informed and believes and thereon alleges that, following the distribution of samples and fabric bearing Designs 1 and 2 by Plaintiff to Gypsy 05, defendant Amazon sold at retail and/or distributed Design 1 Infringing Products and Design 2 Infringing Products (the “Infringing Amazon Products”). Plaintiff is informed and believes and thereon alleges that such Infringing Amazon Products include, but are not limited to, “Gypsy 05 Women’s Embroidered Panel Hi Lo Dress” and “Gypsy 05 Women’s Embroidered Short,” images of which are below:



### **INFRINGEMENT BY TJX – DESIGN 3**

32. Plaintiff is informed and believes and thereon alleges that, following the distribution of samples and fabric bearing Design 3 by Plaintiff to Gypsy 05, defendant TJX sold at retail and/or distributed Design 3 Infringing Products (the “Infringing TJX Products”). Plaintiff is informed and believes and thereon



alleges that such Infringing TJX Products include, but are not limited to, Gypsy 05 blouse bearing garment RN #121098, images of which are below:



### **INFRINGEMENT BY REVOLVE – DESIGN 3**

33. Plaintiff is informed and believes and thereon alleges that, following the distribution of samples and fabric bearing Design 3 by Plaintiff to Gypsy 05, defendant Revolve sold at retail and/or distributed Design 3 Infringing Products (the “Infringing Revolve Products”). Plaintiff is informed and believes and thereon alleges that such Infringing Revolve Products include, but are not limited to Gypsy 05 blouses bearing Revolve Style Nos. GYPS-WS242 and GYPS-WS244, images of which from the revolveclothing.com website are below:





34. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, have committed copyright infringement with actual or constructive knowledge of Plaintiff's rights and/or in blatant disregard for Plaintiff's rights, such that said acts of copyright infringement were, and continue to be, willful, intentional and malicious, subjecting Defendants, and each of them, to liability for statutory damages under Section 504(c)(2) of the Copyright Act up to one hundred fifty thousand dollars (\$150,000) per infringement.

35. A comparison of Designs 1 through 5 (collectively, the "Subject Designs") with the corresponding exemplars of the infringing products makes apparent that the elements, composition, colors, arrangement, layout, and appearance of the designs are substantially similar.

#### **FIRST CLAIM FOR RELIEF**

(For Copyright Infringement – Against All Defendants)

36. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 35 of this complaint as though fully set forth herein.

37. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, had access to one or more of the Subject Designs, including, without limitation, through samples provided by Plaintiff to Gypsy 05.



1           38. Plaintiff is informed and believes and thereon alleges that one or  
2 more of the Defendants manufactures garments and/or is a garment vendor.  
3 Plaintiff is further informed and believes and thereon alleges that said  
4 Defendant(s) has an ongoing business relationship with Defendant retailers, and  
5 each of them, and supplied garments to said retailer, which garments infringed  
6 one or more of the Subject Designs in that said garments were composed of  
7 fabric which featured unauthorized design(s) that were identical or substantially  
8 similar to the one or more of the Subject Designs, or were an illegal derivation or  
9 modification thereof.

10           39. Plaintiff is informed and believes and thereon alleges that Defendants,  
11 and each of them, infringed Plaintiff's copyrights by creating, making, and/or  
12 developing directly infringing and/or derivative works from one or more of the  
13 Subject Designs and by producing, distributing and/or selling garments which  
14 infringe one or more of the Subject Designs through a nationwide network of  
15 retail stores, catalogues, and through on-line websites.

16           40. As a result of Defendants' acts of copyright infringement, Plaintiff  
17 has suffered substantial damages to its business in an amount to be established at  
18 trial.

19           41. As a further result of Defendants' acts of copyright infringement,  
20 Plaintiff has suffered general and special damages in an amount to be established  
21 at trial.

22           42. As a further result of Defendants' acts of copyright infringement as  
23 alleged herein, Defendants, and each of them, have obtained direct and indirect  
24 profits they would not otherwise have realized but for their infringement of one  
25 or more of the Subject Designs. As such, Plaintiff is entitled to disgorgement of  
26 Defendants' profits directly and indirectly attributable to Defendants'  
27 infringement of the Subject Designs in an amount to be established at trial.  
28



1           43. Plaintiff is informed and believes and thereon alleges that  
2 Defendants, and each of them, have committed acts of copyright infringement, as  
3 alleged above, which were willful, intentional and malicious, which further  
4 subjects Defendants, and each of them, to liability for statutory damages under  
5 Section 504(c)(2) of the Copyright Act in the sum of up to one hundred fifty  
6 thousand dollars (\$150,000) per infringement. Within the time permitted by law,  
7 Plaintiff will make its election between actual damages and statutory damages.

8                           **SECOND CLAIM FOR RELIEF**

9           (For Vicarious and/or Contributory Copyright Infringement - Against All  
10 Defendants)

11           44. Plaintiff incorporates by reference the allegations contained in  
12 paragraphs 1 through 43 of this complaint as though fully set forth herein.

13           45. Plaintiff is informed and believes and thereon alleges that Defendants  
14 knowingly induced, participated in, aided and abetted in and profited from the  
15 illegal reproduction and/or subsequent sales of garments featuring one or more of  
16 the Subject Designs as alleged herein.

17           46. Plaintiff is informed and believes and thereon alleges that  
18 Defendants, and each of them, are vicariously liable for the infringement alleged  
19 herein because they had the right and ability to supervise the infringing conduct  
20 and because they had a direct financial interest in the infringing conduct.

21           47. By reason of the Defendants', and each of their, acts of contributory  
22 and vicarious infringement as alleged above, Plaintiff has suffered and will  
23 continue to suffer substantial damages to its business in an amount to be  
24 established at trial, as well as additional general and special damages in an  
25 amount to be established at trial.

26           48. Due to Defendants', and each of their, acts of copyright infringement  
27 as alleged herein, Defendants, and each of them, have obtained direct and indirect  
28



1 profits they would not otherwise have realized but for their infringement of one  
2 or more of the Subject Designs. As such, Plaintiff is entitled to disgorgement of  
3 Defendants' profits directly and indirectly attributable to Defendants'  
4 infringement of one or more of the Subject Designs, in an amount to be  
5 established at trial.

6 49. Plaintiff is informed and believes and thereon alleges that  
7 Defendants, and each of them, have committed acts of copyright infringement, as  
8 alleged above, which were willful, intentional and malicious, which further  
9 subjects Defendants, and each of them, to liability for statutory damages under  
10 Section 504(c)(2) of the Copyright Act in the sum of up to one hundred fifty  
11 thousand dollars (\$150,000) per infringement. Within the time permitted by law,  
12 Plaintiff will make its election between actual damages and statutory damages.

### 13 **THIRD CLAIM FOR RELIEF**

14 (Breach of Written Contract against Gypsy 05)

15 50. Plaintiff incorporates by reference the allegations contained in  
16 paragraphs 1 through 9 of this complaint as though fully set forth herein.

17 51. Between February 2014 and July 2015, Plaintiff shipped quantities of  
18 sample fabric designs to Gypsy 05 at Gypsy 05's request at an agreed-upon sum,  
19 as reflected on Plaintiff's invoices as set forth below:

- 20 • Invoice # 25646, dated 2/28/14, in the amount of \$20.00 with  
21 payment due Plaintiff by 3/30/14, and a current balance due and  
22 owing on that invoice of \$20.00;
- 23 • Invoice # 26173, dated 45/23/14, in the amount of \$2,383.45 with  
24 payment due Plaintiff by 6/7/14, and a current balance due and  
25 owing on that invoice of \$276.66;



- 1 • Invoice # 26705, dated 8/5/14, in the amount of \$86.25 with
- 2 payment due Plaintiff by 6/25/2007, and a current balance due and
- 3 owing on that invoice of \$86.26;
- 4 • Invoice # 27586, dated 11/18/14, in the amount of \$4,592.45 with
- 5 payment due Plaintiff by 6/25/2007, and a current balance due and
- 6 owing on that invoice of \$4,592.45;
- 7 • Invoice # 27589, dated 11/18/14, in the amount of \$5,075.00 with
- 8 payment due Plaintiff by 12/18/14, and a current balance due and
- 9 owing on that invoice of \$1,400.00;
- 10 • Invoice # 27650, dated 11/24/14, in the amount of \$2,120.25, with
- 11 payment due Plaintiff by 12/24/14, and a current balance due and
- 12 owing on that invoice of \$2,120.25;
- 13 • Invoice # 27813, dated 12/17/14, in the amount of \$690.20 with
- 14 payment due Plaintiff by 1/16/15, and a current balance due and
- 15 owing on that invoice of \$690.20;
- 16 • Invoice # 27702, dated 12/3/14, in the amount of \$2,726.45 with
- 17 payment due Plaintiff by 1/2/15, and a current balance due and
- 18 owing on that invoice of \$2,726.45;
- 19 • Invoice # 27735, dated 12/8/14, in the amount of \$1,348.33 with
- 20 payment due Plaintiff by 1/7/15, and a current balance due and
- 21 owing on that invoice of \$1,348.33;

22 Copies of the above invoices are attached as Exhibit 11.

23 52. As set forth above, Gypsy 05 has failed to pay in full the outstanding  
24 amounts owed on the invoices referenced above. The total amount of money  
25 owed by Gypsy 05 to Plaintiff on these invoices is \$18,260.48.

26 53. Plaintiff shipped Gypsy 05 sample fabric designs on account of the  
27 orders placed by Gypsy 05 as reflected in the invoices at Exhibit 11 and, at all  
28



1 times, Plaintiff duly performed all of its obligations under the terms of the  
2 parties' agreement as reflected in those invoices.

3 54. There is now due, owing and payable the sum of \$18,260.48 from  
4 Gypsy 05 to Plaintiff plus interest charges. Gypsy 05 has breached the parties'  
5 written agreements by failing and refusing to pay Plaintiff the amount owed plus  
6 interest charges.

#### 7 **FOURTH CLAIM FOR RELIEF**

8 (Common Count – against Gypsy 05)

9 55. Plaintiff incorporates by reference the allegations contained in  
10 paragraphs 1 through 9 and 50 through 54 of this complaint as though fully set  
11 forth herein.

12 56. Within the last year, Gypsy 05 became indebted to Plaintiff on an  
13 open book account for money due in the sum of \$18,260.48, plus interest  
14 charges, for goods and wares sold, and/or for services performed, by Plaintiff and  
15 for which Gypsy 05 agreed to pay the above sum.

16 57. Neither all nor any part of the agreed balance has been paid by  
17 Gypsy05, although demand for payment has been made.

18 58. There is now due and owing an unpaid balance from Gypsy 05 in the  
19 sum of \$18,260.48 plus interest charges.

#### 20 **PRAYER FOR RELIEF**

21 Wherefore, Plaintiff prays for judgment as follows:

##### 22 1. **With Respect to the First and Second Claims for Relief**

23 a. That Defendants, each of them, and their agents and employees be  
24 enjoined from infringing Plaintiff's copyrights in any manner, specifically those  
25 for the Subject Designs;

26 b. That a constructive trust be imposed over the Design 1 Infringing  
27 Products, Design 2 Infringing Products, Design 3 Infringing Products, Design 4  
28



1     Infringing Products, Design 5 Infringing Products, Infringing Amazon Products,  
2     Infringing TJX Products, and Infringing Revolve Products, and any revenues  
3     derived from their sales;

4             c. That Defendants, and each of them, account to Plaintiff for their  
5     profits and any damages sustained by Plaintiff arising from the foregoing acts of  
6     infringement, the exact sum to be proven at the time of trial, or, if elected before  
7     final judgment, for statutory damages as available under the Copyright Act, 17  
8     U.S.C. § 101 et seq.;

9             d. That Plaintiff be awarded its attorneys' fees as available under the  
10    Copyright Act U.S.C. § 101 et seq.;

11            e. That Plaintiff be awarded pre-judgment interest as allowed by law;

12            f. That Plaintiff be awarded the costs of this action; and

13            g. That Plaintiff be awarded such further legal and equitable relief as  
14    the Court deems proper.

15            2. With Respect to the Third and Fourth Claims for Relief

16            a. For monetary damages according to proof and, in any event, in  
17    excess of \$18,260.48.

18            b. For interest according to proof;

19            c. For costs of suit incurred, including reasonable attorney fees; and

20            d. For other relief as the Court deems proper.

21  
22    Date: September 3, 2015

LESNICK PRINCE & PAPPAS LLP  
MICHAEL E. PAPPAS  
DAVID S. ALVERSON

23  
24  
25            By: /s/ Michael E. Pappas  
26                Attorneys for Plaintiff  
27  
28



**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues so triable pursuant to Fed. R. Civ. P. 38 and the 7<sup>th</sup> Amendment to the United States Constitution.

Date: September 3, 2015

LESNICK PRINCE & PAPPAS LLP  
MICHAEL E. PAPPAS  
DAVID S. ALVERSON

By: /s/ Michael E. Pappas  
Attorneys for Plaintiff



# **EXHIBIT 1**





This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-923-964

Effective date of  
registration:  
August 5, 2014

**Title**

Title of Work: #586 - Silk Embroidery Chiffon

**Completion/Publication**

Year of Completion: 2008

Date of 1st Publication: February 1, 2008

Nation of 1st Publication: United States

**Author**

■ Author: Gold Value Int'l. Textile Inc.

Author Created: 2-D artwork

Work made for hire: Yes

Citizen of: United States

**Copyright claimant**

Copyright Claimant: Gold Value Int'l. Textile Inc.

1142 E. 12th St., Los Angeles, CA, 90021, United States

**Rights and Permissions**

Organization Name: Gold Value Int'l. Textile Inc.

Telephone: 213-572-3333

Address: 1142 E. 12th ST.,

Los Angeles, CA 90021 United States

**Certification**

Name: Morris Ajnassian

Date: August 5, 2014



# **EXHIBIT 2**





# FIESTA FABRIC

Textile Importer, Exporter

INVOICE # 23802

CUSTOMER PO #		PAGE
c/o Andy		1 / 1
DATE	DUE DATE	
04/08/13	04/23/13	

1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

**SOLD TO**  
**GYPSY 05 / PHIL TZAFRIR COHEN**  
 3200 Union Pacific Ave.,  
 LOS ANGELES, CA 90023  
 (323) 265-2700 / FAX: (323) 657-5369

**SHIP TO**  
**GYPSY 05 / PHIL TZAFRIR COHEN**  
 3200 Union Pacific Ave.,  
 LOS ANGELES, CA 90023  
 TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA		TOTAL PCS
		Andy	Net 15	HOUSE DEL.		2
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON		APPROVED BY
04/08/13	C/O ANDY	0	24342	HOUSE ACCOUNT		<u>X</u>
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS			
04/08/13	23802	Morris	NONE			
STYLE NO.	COLOR	DESCRIPTION		QTY.	UNIT PRICE	AMOUNT
GSC-9243L	PFD	DOUBLE STITCH COTTON EMBROIDERY 52/54"		3	\$12.50	\$37.50
#586	PFD	SILK EMBROIDERY CHIFFON 6 M/ M, 100% SILK 44/45"		3	\$12.50	\$37.50
Subtotal :				6		\$75.00
Freight & Handling :						\$0.00
TOTAL :						\$75.00

WARNING: All patterns attached hereto are registered copyrights of Fiesta Fabric. Under absolutely no circumstances may said patterns or the individual components of the artwork contained therein be copied, reproduced, imitated or altered. Any such unauthorized and/or illegal copying of said copyrighted patterns and/or artwork, either by direct or indirect involvement, will be prosecuted to the full extent of the law.

1. **CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dyeing. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

2. **TESTING OF GOODS** - It is the buyer's responsibility to test and sample the goods received before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage, sewable, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear.

**Absolutely no returns will be accepted or allowances made after goods have been cut or altered from original delivered form. Do not mix dye lots.**

3. **CASUALTIES** - Goods delivered throughout common carriers or sent via parcel post are at the risk of buyer. In no event shall the seller be liable for loss of profits, late deliveries, damages for breach of contract by buyer, or other consequential or contingent losses.

4. **WARRANTIES** - Seller makes no warranty, either express or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.

5. **PAYMENT** - Payments are due within time period specified on invoice, time being of the essence. Upon failure of the buyer to make timely payments, buyer agrees to pay any and all cost of collection and litigation, including but not limited to attorney fees and interest at the rate of 10% per month.

6. **JURISDICTION** - California has jurisdiction over any claim that arises from this transaction. Any dispute that arises from this transaction shall be governed by laws of the State of California.

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**\*\*\* NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION BY SELLER \*\*\***





# FIESTA FABRIC

Textile Importer, Exporter

INVOICE # 24227

CUSTOMER PO #	PAGE
1878	1 / 1
DATE	DUE DATE
06/24/13	06/24/13



1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

**SOLD TO**  
**GYPSY 05 / PHIL TZAFRIR COHEN**  
 3200 Union Pacific Ave.,  
 LOS ANGELES, CA 90023  
 ☎ (323) 265-2700 / FAX: (323) 657-5369

**SHIP TO**  
**GYPSY 05 / PHIL TZAFRIR COHEN**  
 3200 Union Pacific Ave.,  
 LOS ANGELES, CA 90023  
 TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
06/24/13	1878	0	24593	HOUSE ACCOUNT	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS		X
06/24/13	24227	PENDING	NONE		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
#586	PFD	SILK EMBROIDERY CHIFFON 6 M/ M, 100% SILK 44/45"	96.238	\$12.50	\$1,202.97
Subtotal:			96.238		\$1,202.97
Freight & Handling:					\$0.00
<b>TOTAL:</b>					<b>\$1,202.97</b>

WARNING: All patterns attached hereto are registered copyrights of Fiesta Fabric. Under absolutely no circumstances may said patterns or the individual components of the artwork contained therein be copied, reproduced, imitated or altered. Any such unauthorized and/or illegal copying of said copyrighted patterns and/or artwork, either by direct or indirect involvement, will be prosecuted to the full extent of the law.

**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dying. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

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**\*\*\* NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION BY SELLER \*\*\***





# FIESTA FABRIC

Textile Importer, Exporter

INVOICE # 24690

CUSTOMER PO #		PAGE
c/o Andy		1 / 1
DATE	DUE DATE	
09/06/13	09/21/13	



1142 E. 12th st. Los Angeles, CA 90021

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LOS ANGELES, CA 90023  
(323) 265-2700 / FAX: (323) 657-5369

**GYPSY 05**  
3236 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS	
		Andy	Net 15	HOUSE DEL.	1	
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY	
09/06/13	C/O ANDY	0	25256	HOUSE ACCOUNT		
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS		X	
09/06/13	24690	Morris	NONE			
STYLE NO.	COLOR	DESCRIPTION		QTY.	UNIT PRICE	AMOUNT
#586	PFD	SILK EMBROIDERY CHIFFON 6 M/ M, 100% SILK 44/45"		17	\$12.50	\$212.50
Subtotal :				17		\$212.50
Freight & Handling :						\$0.00
TOTAL :						\$212.50

## Notes

Received by Andy w/o Pckg. list

WARNING: All patterns attached hereto are registered copyrights of Fiesta Fabric. Under absolutely no circumstances may said patterns or the individual components of the artwork contained therein be copied, reproduced, imitated or altered. Any such unauthorized and/or illegal copying of said copyrighted patterns and/or artwork, either by direct or indirect involvement, will be prosecuted to the full extent of the law.

**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment drying. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

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**6. JURISDICTION** - California has jurisdiction over any claim that arises from this transaction. Any dispute that arises from this transaction shall be governed by laws of the State of California.

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**\*\*\* NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION BY SELLER \*\*\***

# **EXHIBIT 3**



## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-864-066

Effective date of  
registration:

July 2, 2012

*posted 7/3/12*

### Title

**Title of Work:** FIESTA FABRIC, GROUP 009-SPRING/SUMMER 2012-2013

**Contents Titles:** 1. 862-1, 2. 867-27, 3. 872-27, 4. 886-33, 4. 887-33, 5. 888-33, 6. 889-33, 7. 898-33, 9. 899-10, 10. 900-33, 11. 906-33, 12. 908-33, 13. 909-23, 14. 910-33, 15. 911-1, 16. 911-10, 17. 912-1, 18. 913-23, 19. 927, 20. 934-3, 21. 935-3, 22. 935-4, 23. 946-24, 24. 947-1, 25. 948, 26. 948-1, 27. 949-1, 28. 950-1, 29. 961, 30. 972-33, 31. 973-33, 32. 974-33, 33. 975-33, 34. 976, 35. 977, 36. 978-33, 37. 979-33, 38. 980-33, 39. 981-33, 40. 982-33, 41. 996-1, 42. 1065-31, 43. 1120-31, 44. FIE-206-720-33, 45. FIE-206-849-1, 46. FIE-206-912-52, 47. FIE-CW-4018, 48. FIE-CW-4022, 49. GSC-9243L-10, 50. LA N-12886, 51. P1012284

**Nature of Work:** FABRIC DESIGN

### Completion/Publication

**Year of Completion:** 2011

**Date of 1st Publication:** March 1, 2011

**Nation of 1st Publication:** United States

### Author

■ **Author:** FIESTA FABRIC/Gold Value Int'l Textile

**Author Created:** 2-Dimensional artwork

**Work made for hire:** Yes

**Citizen of:** United States

**Anonymous:** No

**Pseudonymous:** No

### Copyright claimant

**Copyright Claimant:** FIESTA FABRIC/Gold Value Int'l Textile

1142 E. 12th St., Los Angeles, CA, 90021

### Limitation of copyright claim

**Previously registered:** No

### Certification

Name: MORRIS AJNASSIAN

Date: April 5, 2012

---

Correspondence: Yes







# **EXHIBIT 4**



**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 23802**

CUSTOMER PO #		PAGE
c/o Andy		1 / 1
DATE	DUE DATE	
04/08/13	04/23/13	

1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

**GYPSY 05 / PHIL TZAFRIR COHEN**  
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**GYPSY 05 / PHIL TZAFRIR COHEN**  
3200 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA		TOTAL PCS
		Andy	Net 15	HOUSE DEL.		2
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON		APPROVED BY
04/08/13	C/O ANDY	0	24342	HOUSE ACCOUNT		
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS			
04/08/13	23802	Morris	NONE			X
STYLE NO.	COLOR	DESCRIPTION		QTY.	UNIT PRICE	AMOUNT
GSC-9243L	PFD	DOUBLE STITCH COTTON EMBROIDERY 52/54"		3	\$12.50	\$37.50
#586	PFD	SILK EMBROIDERY CHIFFON 6 M/ M, 100% SILK 44/45"		3	\$12.50	\$37.50
Subtotal :				6		\$75.00
Freight & Handling :						\$0.00
TOTAL :						\$75.00

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**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dying. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

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**\*\*\* NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION BY SELLER \*\*\***



[illegible]

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
	Andy	Net	HOUSE DEL.		3
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
06/24/13	1878	0	24593	HOUSE ACCOUNT	X
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS		
06/24/13	24232	PENDING	NONE		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
GSC-92431	PRD	DOUBLE STITCH COTTON	264	\$12.50	\$3,300.00
EMBRROIDERY 52/54"					
Subtotal:					
Freight & Handling:					
TOTAL:					
\$3,300.00					


**GYPsy 05 / PHIL TZAFRIR COHEN**  
 3200 Union Pacific Ave.,  
 LOS ANGELES, CA 90023  
 TEL: (323) 265-2700 / FAX: (323) 657-5369

1142 E. 12th st. Los Angeles, CA 90021

Textile Importer, Exporter

# Fiesta Fabric

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

06/24/13		06/24/13		
DUE DATE		DATE		
1/1		1878		
PAGE		CUSTOMER PO =		

**INVOICE # 24232**



# **EXHIBIT 5**





This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-864-066

Effective date of  
registration:

July 2, 2012

*posted 7/3/13*

## Title

Title of Work: FIESTA FABRIC, GROUP 009-SPRING/SUMMER 2012-2013

Contents Titles: 1. 862-1, 2. 867-27, 3. 872-27, 4. 886-33, 4. 887-33, 5. 888-33, 6. 889-33, 7. 898-33, 9. 899-10, 10. 900-33, 11. 906-33, 12. 908-33, 13. 909-23, 14. 910-33, 15. 911-1, 16. 911-10, 17. 912-1, 18. 913-23, 19. 927, 20. 934-3, 21. 935-3, 22. 935-4, 23. 946-24, 24. 947-1, 25. 948, 26. 948-1, 27. 949-1, 28. 950-1, 29. 961, 30. 972-33, 31. 973-33, 32. 974-33, 33. 975-33, 34. 976, 35. 977, 36. 978-33, 37. 979-33, 38. 980-33, 39. 981-33, 40. 982-33, 41. 996-1, 42. 1065-31, 43. 1120-31, 44. FIE-206-720-33, 45. FIE-206-849-1, 46. FIE-206-912-52, 47. FIE-CW-4018, 48. FIE-CW-4022, 49. GSC-9243L-10, 50. LA N-12886, 51. P1012284

Nature of Work: FABRIC DESIGN

## Completion/Publication

Year of Completion: 2011

Date of 1st Publication: March 1, 2011

Nation of 1st Publication: United States

## Author

■ Author: FIESTA FABRIC/Gold Value Int'l Textile

Author Created: 2-Dimensional artwork

Work made for hire: Yes

Citizen of: United States

Anonymous: No

Pseudonymous: No

## Copyright claimant

Copyright Claimant: FIESTA FABRIC/Gold Value Int'l Textile

1142 E. 12th St., Los Angeles, CA, 90021

## Limitation of copyright claim

Previously registered: No

## Certification



Name: MORRIS AJNASSIAN

Date: April 5, 2012

---

Correspondence: Yes







# **EXHIBIT 6**



# FIESTA FABRIC

Textile Importer, Exporter

INVOICE # 24482

CUSTOMER PO #	PAGE
2002	1 / 1
DATE	DUE DATE
08/06/13	08/21/13



1142 E. 12th st. Los Angeles, CA 90021

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www.fiestafabric.com

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**GYPSY 05**  
3236 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
		Andy	Net 15	LINE EXPRESS	6
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
08/06/13	2002	0	24880	HOUSE ACCOUNT	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS		X
08/06/13	24482	PENDING	NONE		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
976-33REDO	PFD	100% Silk Crinkle Embroidery 6mm 44/45"	294	\$12.50	\$3,675.00
Subtotal :			294		\$3,675.00
Freight & Handling :					\$36.95
TOTAL :					\$3,711.95

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# **EXHIBIT 7**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
**VAu 1-191-137**

Effective date of  
registration:  
November 14, 2014

### Title

---

**Title of Work:** Grp. 055 - Spring/Summer 2015  
**Contents Titles:** HA-10328 Embroidery

CA-084 - Embroidery

CA-125 - Embroidery

2120-43 - Embroidery Eyelet

2124-43 - Embroidery

1817 - Print

CA-100 - Print

CA-156 - Print

206-A100100-64 - Print

A100138 - Print with Lurex

A100288 - Print

A100302 - Print

A100303 - Print

A100305 - Print

A100306 - Print

A100307 - Print

A100308 - Print with Lurex

A100309 - Print

A100313 - Print

A100314 - Print

A100315 - Print

A100316 - Print

### Completion/Publication

---

Year of Completion: 2014

### Author

---



■ **Author:** Gold Value International Textile Inc.

**Author Created:** 2-D artwork

**Work made for hire:** Yes

**Citizen of:** United States

### Copyright claimant

---

**Copyright Claimant:** Gold Value International Textile Inc.

1142 E. 12th St., Los Angeles, CA 90021, United States

### Rights and Permissions

---

**Organization Name:** Gold Value International Textile Inc.

**Telephone:** 213-572-3333

**Address:** 1142 E. 12th St.

Los Angeles, CA 90021 United States

### Certification

---

**Name:** Morris Ajnassian

**Date:** November 14, 2014



# **EXHIBIT 8**





**FIESTA FABRIC**  
Textile Importer, Exporter

INVOICE # 27637

CUSTOMER PO #	PAGE
	1 / 1
DATE	DUE DATE
11/21/14	12/21/14

1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-5333 Fax: (213) 572-3330  
www.fiestafabric.comS  
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GYPSY 05 / PHIL TZAFRIR COHEN

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LOS ANGELES, CA 90023  
(323) 265-2700 / FAX: (323) 657-5369S  
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GYPSY 05 / PHIL TZAFRIR COHEN

3200 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS	
			Net 30	TBT EXPRESS	3	
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY	
11/21/14		0	27745	TRACY	<u>X</u>	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928 tracy@tessilegroup.com		
11/21/14	27637	APP	Prepaid & Bill Invoice			
STYLE NO.	COLOR	DESCRIPTION		QTY.	UNIT PRICE	AMOUNT
CA-084-43	PFD	100% Poly Crochet Embroidery 30D 57/58"		158	\$12.85	\$2,030.30
Subtotal :				158		\$2,030.30
Freight & Handling :						\$48.95
TOTAL :						\$2,079.25

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**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dying. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

**2. TESTING OF GOODS** - It is the buyer's responsibility to test and sample the goods received before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage, sewable, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear.

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**4. WARRANTIES** - Seller makes no warranty, either express or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.

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**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 27650**

CUSTOMER PO #	PAGE
	1 / 1
DATE	DUE DATE
11/24/14	12/24/14



1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

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**GYPSY 05 / PHIL TZAFRIR COHEN**

3200 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
(323) 265-2700 / FAX: (323) 657-5369

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**GYPSY 05 / PHIL TZAFRIR COHEN**

3200 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS	
			Net 30	TBT EXPRESS	3	
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY	
11/24/14		0	27745	TRACY		
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928	X	
11/24/14	27650	APP	Prepaid & Bill Invoice	tracy@tessilegroup.com		
STYLE NO.	COLOR	DESCRIPTION		QTY.	UNIT PRICE	AMOUNT
CA-084-43	OLIVE	100% Poly Crochet Embroidery 30D 57/58"		165	\$12.85	\$2,120.25
Subtotal :				165		\$2,120.25
Freight & Handling :						\$0.00
TOTAL :						\$2,120.25

WARNING: All patterns attached hereto are registered copyrights of Fiesta Fabric. Under absolutely no circumstances may said patterns or the individual components of the artwork contained therein be copied, reproduced, imitated or altered. Any such unauthorized and/or illegal copying of said copyrighted patterns and/or artwork, either by direct or indirect involvement, will be prosecuted to the full extent of the law.

**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment drying. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

**2. TESTING OF GOODS** - It is the buyer's responsibility to test and sample the goods received before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage, sewable, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear.

**3. CASUALTIES** - Goods delivered throughout common carriers or sent via parcel post are at the risk of buyer. In no event shall the seller be liable for loss of profits, late deliveries, damages for breach of contract by buyer, or other consequential or contingent losses.

**4. WARRANTIES** - Seller makes no warranty, either express or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.

**5. PAYMENT** - Payments are due within time period specified on invoice, time being of the essence. Upon failure of the buyer to make timely payments, buyer agrees to pay any and all cost of collection and litigation, including but not limited to attorney fees and interest at the rate of 10% per month.

**6. JURISDICTION** - California has jurisdiction over any claim that arises from this transaction. Any dispute that arises from this transaction shall be governed by laws of the State of California.

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# **EXHIBIT 9**

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
**VAu 1-193-503**

Effective date of  
registration:

December 3, 2014

### Title

---

**Title of Work:** Grp. 056 - Spring/Summer 2015

**Contents Titles:** 1081-23 - Embroidery

11N2728 - Embroidery

11N3152 - Embroidery dble. border

12N3949 - Mesh Emb. with Brushed

12N4094 - Yarn Dye Embroidery

13N4642M - Embroidery

13N4804 - Embroidery

13N4848 - Dble. Border Emb.

14N5052 - Mesh Embroidery

14N5541M - Embroidery

14N5719 - Crochet

14N5912 - Embroidery

14N5974 - Double border Emb.

1135 - Print

2135 - Print

2136 - Print

2137 - Print

2138 - Print

2139 - Print

2140 - Print

2141 - Print

2149 - Print

2175 - Print

2176 - Print

206-A100310 - Print



206-A100312 - Print

## Completion/Publication

Year of Completion: 2014

## Author

■ Author: Gold Value International Textile Inc.

Author Created: 2-D artwork

Work made for hire: Yes

Citizen of: United States

## Copyright claimant

Copyright Claimant: Gold Value International Textile Inc.

1142 E. 12th ST., Los Angeles, CA, 90021, United States

## Rights and Permissions

Organization Name: Gold Value International Textile Inc.

Telephone: 213-572-3333

Address: 1142 E. 12th St.,

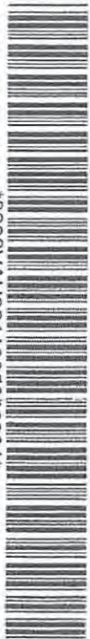
Los Angeles, CA 90021 United States

## Certification

Name: Morris Ajnassian

Date: December 3, 2014

Correspondence: Yes



# **EXHIBIT 10**





**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 27586**

CUSTOMER PO #	PAGE
3485	1 / 1
DATE	DUE DATE
11/18/14	12/18/14

1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

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**GYPSY 05**  
3236 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
			Net 30	TBT EXPRESS	4
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
11/18/14	3485	0	27743	TRACY	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928 tracy@tessilegroup.com	X
11/18/14	27586	PENDING	Prepaid & Bill Invoice		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
13N4642M	NAVY	65%Rayon 35%Cotton Double Border Embroidery 51/52"	131	\$9.75	\$1,277.25
13N4642M	RED	" " " "	135	\$9.75	\$1,316.25
13N4642S	NAVY	65%Rayon 35%Cotton Solid Ground 51/52"	100	\$9.75	\$975.00
13N4642S	RED	" " " "	100	\$9.75	\$975.00
Subtotal :			466		\$4,543.50
Freight & Handling :					\$48.95
<b>TOTAL :</b>					<b>\$4,592.45</b>

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- Absolutely no returns will be accepted or allowances made after goods have been cut or altered from original delivered form. Do not mix dye lots.**
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# **EXHIBIT 11**





**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 25646**

CUSTOMER PO #	PAGE
c/o Andy	1 / 1
DATE	DUE DATE
02/28/14	03/30/14



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**SHIP TO** GYPSY 05  
3236 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	PICK-UP	1
02/28/14	C/O ANDY	0	26192	SALESPERSON	APPROVED BY
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	HOUSE ACCOUNT	X
02/28/14	25646	Morris	Pick up		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
#1562-74	PPD/PPD	100% Rayon Georgette Embroidery 52/54"	2	\$10.00	\$20.00
Subtotal :			2		\$20.00
Freight & Handling :					\$0.00
<b>TOTAL :</b>					<b>\$20.00</b>

**Notes**

Picked up by Andy without P/List copy.

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**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 26173**

CUSTOMER PO #	PAGE
2888	1 / 1
DATE	DUE DATE
05/23/14	06/07/14

1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
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**SHIP TO** **GYPSY 05**  
3236 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
INVOICE DATE	CUST PO #	BILL OF LADING	Net 15	TBT EXPRESS	5
05/23/14	2888	0	SALES ORDER #	SALESPERSON	APPROVED BY
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	TRACY	
05/23/14	26173	PENDING	Prepaid & Bill Invoice	(818) 389-2928 tracy@tessilegroup.com	X
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
1957-41	PFD	100% Cotton Crochet Embroidery 40"	203	\$11.50	\$2,334.50
Subtotal :			203		\$2,334.50
Freight & Handling :					\$48.95
<b>TOTAL :</b>					<b>\$2,383.45</b>

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*paid - \$ 2057.95*

*Bal - 276.50*

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**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 26705**

CUSTOMER PO #	PAGE
c/o Kumiko	1 / 1
DATE	DUE DATE
08/05/14	09/04/14

1142 E. 12th st. Los Angeles, CA 90021

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3200 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
08/05/14	C/O KUMIKO	0	27279	TRACY	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928 tracy@tessilegroup.com	X
08/05/14	26705	Morris	NONE		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
1957-41	PFD	100% Cotton Crochet Embroidery 40"	7.50	\$11.50	\$86.25
Subtotal :			7.50		\$86.25
Freight & Handling :					\$0.00
TOTAL :					\$86.25

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**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 27586**

CUSTOMER PO #	PAGE
3485	1 / 1
DATE	DUE DATE
11/18/14	12/18/14

1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330

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TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
			Net 30	TBT EXPRESS	4
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
11/18/14	3485	0	27743	TRACY	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928 tracy@tessilegroup.com	X
11/18/14	27586	PENDING	Prepaid & Bill Invoice		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
13N4642M	NAVY	65%Rayon 35%Cotton Double Border Embroidery 51/52"	131	\$9.75	\$1,277.25
13N4642M	RED	" " " "	135	\$9.75	\$1,316.25
13N4642S	NAVY	65%Rayon 35%Cotton Solid Ground 51/52"	100	\$9.75	\$975.00
13N4642S	RED	" " " "	100	\$9.75	\$975.00
Subtotal :			466		\$4,543.50
Freight & Handling :					\$48.95
TOTAL :					\$4,592.45

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**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 27589**

CUSTOMER PO #	PAGE
3485	1 / 1
DATE	DUE DATE
11/18/14	12/18/14



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TEL: (323) 265-2700

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
11/18/14	3485	0	27771	TRACY	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(318) 389-2928 tracy@tessilegroup.com	X
11/18/14	27589	APP	NONE		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
11N2776M	BURGUNDY	100% Cotton Yarn Dye Double Border Embroidery 51/52"	175	\$14.50	\$2,537.50
11N2776M	TEAL	" " " "	175	\$14.50	\$2,537.50
Subtotal :			350		\$5,075.00
Freight & Handling :					\$0.00
TOTAL :					\$5,075.00

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PAID - \$ 3675.00

Pal - \$ 1400~

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**FIESTA FABRIC**  
Textile Importer, Exporter

**INVOICE # 27650**

CUSTOMER PO #	PAGE
	1 / 1
DATE	DUE DATE
11/24/14	12/24/14



1142 E. 12th st. Los Angeles, CA 90021

Tel: (213) 572-3333 Fax: (213) 572-3330  
www.fiestafabric.com

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LOS ANGELES, CA 90023  
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3200 Union Pacific Ave.,  
LOS ANGELES, CA 90023  
TEL: (323) 265-2700 / FAX: (323) 657-5369

NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
			Net 30	TBT EXPRESS	3
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
11/24/14		0	27745	TRACY	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928 tracy@tessilegroup.com	X
11/24/14	27650	APP	Prepaid & Bill Invoice		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
CA-084-43	OLIVE	100% Poly Crochet Embroidery 30D 57/58"	165	\$12.85	\$2,120.25
Subtotal :			165		\$2,120.25
Freight & Handling :					\$0.00
TOTAL :					\$2,120.25

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**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dyeing. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.  
**2. TESTING OF GOODS** - It is the buyer's responsibility to test and sample the goods received before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage, sewable, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear.  
**3. CASUALTIES** - Goods delivered throughout common carriers or sent via parcel post are at the risk of buyer. In no event shall the seller be liable for loss of profits, late deliveries, damages for breach of contract by buyer, or other consequential or contingent losses.  
**4. WARRANTIES** - Seller makes no warranty, either express or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.  
**5. PAYMENT** - Payments are due within time period specified on invoice, time being of the essence. Upon failure of the buyer to make timely payments, buyer agrees to pay any and all cost of collection and litigation, including but not limited to attorney fees and interest at the rate of 10% per month.  
**6. JURISDICTION** - California has jurisdiction over any claim that arises from this transaction. Any dispute that arises from this transaction shall be governed by laws of the State of California.  
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**FIESTA FABRIC**  
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1142 E. 12th st. Los Angeles, CA 90021

**INVOICE # 27702**

CUSTOMER PO #	PAGE
3485	1 / 1
DATE	DUE DATE
12/03/14	01/02/15

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NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
			Net 30	TBT EXPRESS	6
INVOICE DATE	CUST PO #	BILL OF LADING	SALES ORDER #	SALESPERSON	APPROVED BY
12/03/14	3485	Q	27829	TRACY	
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	(818) 389-2928 tracy@tessilegroup.com	X
12/03/14	27702	APP	Prepaid & Bill Invoice		
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
FIE-CW-5172-90	BURGUNDY	100% Nylon Mesh Embroidery 52/54"	41	\$11.25	\$461.25
FIE-CW-5172-90	BLACK	" " " "	197	\$11.25	\$2,216.25
Subtotal :			238		\$2,677.50
Freight & Handling :					\$48.95
TOTAL :					\$2,726.45

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**1. CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment drying. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt of goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

**2. TESTING OF GOODS** - It is the buyer's responsibility to test and sample the goods received before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage, sewable, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear.

**3. CASUALTIES** - Goods delivered throughout common carriers or sent via parcel post are at the risk of buyer. In no event shall the seller be liable for loss of profits, late deliveries, damages for breach of contract by buyer, or other consequential or contingent losses.

**4. WARRANTIES** - Seller makes no warranty, either express or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.

**5. PAYMENT** - Payments are due within time period specified on invoice, time being of the essence. Upon failure of the buyer to make timely payments, buyer agrees to pay any and all cost of collection and litigation, including but not limited to attorney fees and interest at the rate of 10% per month.

**6. JURISDICTION** - California has jurisdiction over any claim that arises from this transaction. Any dispute that arises from this transaction shall be governed by laws of the State of California.

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**INVOICE # 27735**

CUSTOMER PO #	PAGE
3485	1 / 1
DATE	DUE DATE
12/08/14	01/07/15

Tel: (213) 572-3333 Fax: (213) 572-3330  
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NAME	DEPT/DIVISION	ATTENTION	TERMS	SHIPPED VIA	TOTAL PCS
INVOICE DATE	CUST PO #	BILL OF LADING	Net 30	TBT EXPRESS	2
12/08/14	3485	0	SALES ORDER #	SALESPERSON	APPROVED BY
SHIPPING DATE	PACKING SLIP #	APPROVAL #	FRT METHOD, TERMS	TRACY	
12/08/14	27735	APP	Prepaid & Bill Invoice	(818) 389-2928 tracy@tessilegroup.com	X
STYLE NO.	COLOR	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
FIE-CW-S172-90	BURGUNDY	100% Nylon Mesh Embroidery 52/54"	115.50	\$11.25	\$1,299.38
Subtotal :			115.50		\$1,299.38
Freight & Handling :					\$48.95
TOTAL :					\$1,348.33

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1. **CLAIMS** - Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dyeing. All claims or demands for defective merchandise must be made in writing by certified mail within 5 days of receipt goods. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Written return authorization is required by seller for returns. Any errors in items or price must be reported within 5 days.

2. **TESTING OF GOODS** - It is the buyer's responsibility to test and sample the goods received before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage, sewable, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear.

*Absolutely no returns will be accepted or allowances made after goods have been cut or altered from original delivered form. Do not mix dye lots.*

3. **CASUALTIES** - Goods delivered throughout common carriers or sent via parcel post are at the risk of buyer. In no event shall the seller be liable for loss of profits, late deliveries, damages for breach of contract by buyer, or other consequential or contingent losses.

4. **WARRANTIES** - Seller makes no warranty, either express or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.

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